

From: Bob Niederman
To: Microsoft ATR
Date: 11/16/01 8:35pm
Subject: Thank you for using Pollit.com's Mail Form! (fwd)

I believe that any settlement that would have a chance of restoring competition to the computer industry would require at least the following:

- 1) All terms must be enforced by a non-Microsoft party with full access to all Microsoft resources, including source code. Microsoft cannot be trusted to voluntarily comply with any agreement.
- 2) All communication protocols used by all microsoft products must be fully documented. Such documents must be made available to any and all parties for any reason, free of any charges or limitations in use. Microsoft is not allowed to change their protocols until 90 days after documentation of such changes are made available to any parties requesting them, free of charge or limitations in use.
- 3) The previous term must also apply to all Microsoft APIs (Application Programming Interfaces).
- 4) Microsoft may not keep agreements secret. In particular, the terms of the current OEM agreements, currently protected as "trade secrets" must be disclosed.
- 5) Microsoft may not use agreements with Computer OEMs to restrict in any way the addition of other software to the computers, along with Microsoft products. In particular, OEMs are not to be prohibited from selling "dual-boot" systems, where the system can be booted into Windows or into some other operating system, such as Linux or a form of BSD or BeOS.
- 6) Microsoft may not use their licensing terms to stop users or developers from using Open Source software or Free Software.
- 7) Microsoft may not meddle in the the legislative processes of Fderal, State or local governemnts or bodies that make recommendations to them, with their work on UCITA being a prime model of behaviour that is prohibited to them as a monopoly.

8) Microsoft services (such as MSN) may not require the use of Microsoft software by users wishing to use the service.

9) Microsoft services, such as MSN, must not be forced upon users through exclusive contracts with ISPs or LECs (such as Qwest).